

K Great Brit. - George III



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A N

Cap. 53.

A C T

F O R

Dividing and Inclosing the Common
Fields, and the Common or Heath
called *Kilsall Heath*, and other Com-
monable Lands, in the Parish of *Do-
nington*, in the County of *Salop*.



WHEREAS there are within the Parish of *Doning-* Preamble.
ton, and County of *Salop*, certain common Fields,
common Grounds, and commonable Lands called
Clock Field, *Middle Croft Field*, *Parrow Field*, and
Grass Croft Field, and also a Common or Waste
called *Kilsall Heath*, which by Estimation are computed to con-
tain Three hundred and Forty Acres, and likewise several Pieces
or Parcels of waste Lands :

A

And

And whereas *Plowden Slaney*, Esquire, as Lord of the Manor of *Donington*, is intitled to the Soil of the said Common and waste Lands:

And whereas the Right Honourable *Granville Leveson* Earl *Gower* is Patron of the Rectory and Parish Church of *Donington* aforesaid; and the Reverend *George Butt*, Clerk, is Rector thereof, and as such is intitled to certain Glebe Lands within the said common Fields, and to all Tithes, both Great and Small, yearly arising and renewing within the said Parish of *Donington*:

And whereas the said *Plowden Slaney*, *Charles Colmore* and *Thomas Fitzherbert*, Esquires, *John Bishton*, *William Jellicorse*, *William Yates*, *William Bishton*, *Thomas Jellicoe*, *John Smith*, *Joseph Hawkes*, *Elizabeth Ruston*, *Orlando Stubbs*, *Dositheus Twigg*, *John Rowley*, *Sarah Griffiths*, and *Thomas Pidgeon*, are the sole Owners and Proprietors of all the Remainder of the common Fields, common Grounds, and commonable Lands within the Parish of *Donington* aforesaid, in different Proportions, and are intitled to and do enjoy Common of Pasture for their Cattle in, over, and upon the Common and waste Lands:

And whereas the Property of the Lands and Grounds lies intermixed and dispersed, and it would be advantageous to them if the same were exchanged, divided, and inclosed,

May it therefore please Your MAJESTY,

Commission-
ers.

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *Thomas Weston* of the Town of *Warwick*, *John Dutton* of *Beckbury*, in the County of *Salop*, *John Oatley* of *Bishton*, in the Parish of *Albington*, in the said County of *Salop*, Gentlemen, shall be and are hereby appointed Commissioners for exchanging, dividing, allotting, and inclosing the said common Fields, common Grounds, and other commonable Lands within the Parish of *Donington* aforesaid, and for putting this Act in Execution, according to the Rules, Orders, Provisions, and Directions hereby established, appointed, and prescribed.

And

And be it further Enacted, by the Authority aforesaid, That no Person shall be capable of acting as a Commissioner in the Execution of the Powers given by this Act (unless it be the Power hereby given of administering Oaths and of giving Notice of their First Meeting) until he and they shall have taken and subscribed the following Oath:

I A. B. do swear That I will faithfully, impartially, and honestly, according to the best of my Skill and Judgment, hear and determine all such Matters and Things as shall be brought before me as a Commissioner, by virtue of an Act of Parliament made "for Dividing and Inclosing the Common Fields, Common Grounds and Commonable Lands in the Parish of Donington, in the County of Salop," without Favour or Affection to any Person whatsoever.

Commissioner's Oath.

So help me G O D.

Which Oath it shall be lawful for any One of the said Commissioners to administer, and he is hereby required to administer the same to any other of the said Commissioners; and the said Oath, so taken and subscribed by each Commissioner, shall be inrolled with the same Person and at the same Time as the Award or Instrument of Allotment to be made by the said Commissioners is in and by this Act directed to be inrolled.

And for the more just and regular Division and Distribution of the said common Fields, common Grounds, and commonable Lands so to be exchanged, divided, and allotted, and for the better ascertaining the same, **Be it further Enacted**, That as soon as conveniently may be after the passing this Act, the said open and common Fields, common Grounds, commonable Lands, and all other the Premises hereby intended to be exchanged, divided, and inclosed, shall be surveyed, and a true and perfect Admeasurement shall be made thereof by such Person or Persons as the said Commissioners, or the major Part of them, shall for that Purpose nominate and appoint, and that such Survey and Admeasurement shall be reduced into Writing and the Number of Acres, Roods, and Perches belonging to each Proprietor, and also the Number of Acres, Roods, and Perches of the common Lands at the Time of such Survey made, shall be therein set forth and specified; and the said Survey and Admeasurement shall be laid before the said Commissioners, or the major Part of them, as soon as conveniently may be after the same shall be completed, to be by them kept and preserved for the Purposes of this Act.

Survey to be made.

Provided

Provided always, and be it further Enacted, That no Person shall be capable of acting as a Quality-man or Valuer or Appraiser of the Land hereby directed to be inclosed until he shall have taken and subscribed an Oath to the Effect following:

Quality
man's Oath.

I A. B. do swear, That I will faithfully impartially, and honestly, according to the best of my Skill and Judgment, and without Favour or Affection to any Person whatsoever, value, quality, and appraise all and every the Lands and Grounds which I shall be directed and employed to quality, value, and appraise by the Commissioners appointed to put in Execution an Act "for Dividing and Inclosing the Common Fields, Common Grounds, and Commonable Lands in the Parish of Donington, in the County of Salop," and that I will do and execute all other Things appertaining to the Office of a Quality-man, impartially, truly, and honestly, according to the best of my Skill and Judgment.

So help me G O D.

Which Oath it shall and may be lawful for any One of the said Commissioners to administer, and he is hereby required to administer the same; and the said Oath so taken and subscribed by each Quality-man, shall be inrolled with the same Person and at the same Time that the Award or Instrument of Allotment to be made by the said Commissioners is by this Act directed to be inrolled.

Allotments
to be made.

And be it further Enacted, That the said Commissioners, or the major Part of them, shall and they are hereby authorized and required, as soon as conveniently may be after the said Survey and Admeasurement shall be laid before them, to exchange divide, and allot the said common Fields, common Grounds, commonable Lands, Tithes, and Premises unto and amongst the several Persons who at the Time of executing the Award or Instrument herein after-directed to be made shall be intitled to or interested therein, either in Right of Soil, or of any other Right or Interest whatsoever, in a due and fair Proportion, as near as may be according to the Value of the Shares and Interests, Rights of Common, and other Properties of each of the said Parties respectively in and over the said Premises so to be divided, exchanged, and inclosed, having a just Regard to the Quality as well as to the Quantity of the Lands to be assigned to each Proprietor.

Provided

Provided always, and it is hereby Declared, That the said Allotments, Divisions, and Exchanges shall be made by the said Commissioners, or the major Part of them, as near as conveniently can be done agreeable to the Schedule hereunto annexed; but subject nevertheless to the Rules, Orders, and Directions of this Act.

And be it further Enacted, That in case any Dispute or Difference shall arise between any of the Parties interested and concerned in the said Inclosure, Exchange, and Division, touching the respective Shares, Rights, and Interests which they or any of them now have or claim to have in the said common Fields, common Grounds, commonable Lands, and Premises so intended to be exchanged and inclosed as aforesaid, or the Tithes thereof, or any Right of Common in or over the same, the said Commissioners, or the major Part of them, shall and they are hereby required, by Examination of Witnesses upon Oath (which Oath any One of the said Commissioners is hereby empowered to administer) and upon other proper and sufficient Enquiry and Satisfaction, to hear and determine all such Disputes; which Determinations shall be final and conclusive to all Persons whomsoever.

Commission-
ers to deter-
mine Dis-
putes.

And be it further Enacted, That the said Commissioners, or the major Part of them, shall in the First Place allot unto and for the said *George Butt* and his Successors, Rectors of the Parish and Parish Church of *Donington* aforesaid, so much of the Land and Ground, Parcel of the said common Fields, common Grounds and commonable Lands hereby intended to be inclosed as shall in the Judgment of the said Commissioners, or the major Part of them, be equal in Value before the Inclosure thereof (Quantity and Quality considered) to the Glebe Land and Common Right belonging to the said Rectory; and shall also assign and allot unto and for the said *George Butt* and his Successors, Rectors as aforesaid, exclusive of the Lands to be laid out in Right of the said Glebe, such further Part of the then Residue of the Fields and Premises hereby directed to be exchanged and inclosed, as (Quantity and Quality considered) shall contain in the Whole One full Seventh Part thereof; which said Plot or Plots of Land and Ground so to be allotted to the said *George Butt* and his Successors, Rectors as aforesaid, shall be taken and considered to be as well in Right of and as a full Recompence, Compensation, and Satisfaction for all Glebe Lands and Common Right to the said Rectory belonging, as also for all Tithes both Great and Small, and all other Tithes, Compositions, Dues, and Payments whatsoever to the said *George Butt* and his Successors, Rectors as aforesaid, due, payable, or belonging for or

Allotment to
George Butt,
Rector of
Donington.

in respect of any of the Lands or Grounds hereby intended to be exonerated of Tithes, divided, exchanged, and inclosed, and in full Discharge of all such Tithes, Compositions, Dues, and Payments, and as such shall be accepted, held, and enjoyed; and the said Plot or Plots, being so set out and allotted, shall be subject to a fair and just Proportion of all legal Taxes, Levies, Assessments, and Payments in like Manner as other Lands and Grounds within the said Fields, and as the said Glebe and Tithes now are subject to, and no other; any Thing herein contained to the contrary thereof in any-wise notwithstanding.

Rector to
receive a pro-
portionable
Part of his
Tithes, &c.

Provided always, and it is hereby further Enacted, That the said *George Butt* and his Successors, Rectors as aforesaid (until such Award as is herein after-mentioned shall be made and executed by the said Commissioners, or the major Part of them, shall have and receive of and from the Occupiers of the Lands and Hereditaments in the Parish of *Donington* aforesaid, now chargeable with the Payment to him and them of any Tithes or Money in Lieu thereof, as well all such Tithes and Money now due and in Arrear to the said *George Butt*; and also a full rateable and proportionable Share of all such Tithes or Money as shall be arising and growing due to the Time of the executing the said Award, and if any Dispute shall arise between the said *George Butt* or his Successors, Rectors as aforesaid, and the Person or Persons who shall be liable to pay any such Tithes or Money, then upon Complaint made thereof, to the said Commissioners, or the major Part of them, by any of the Parties concerned in such Dispute, they the said Commissioners, or the major Part of them, are hereby required and impowered, by Writing under their Hands, to summon the Parties and their respective Witnesses to appear before them, at a Day and Place in such Summons to be mentioned, who shall and may administer the usual Oath to such Witnesses; and on the Oath of such Witnesses, and such other Evidence as shall be produced, hear and finally determine the Value, Proportion, and Amount of such Tithes or Money, and all other the Matters in Dispute touching the same; and in case of Non-payment of the Sum and Sums adjudged to be due to the said *George Butt* or his Successors, for or on account of the Titheable Matters aforesaid, by the Space of Twenty one Days after the said Commissioners shall have determined the said Disputes, then the said Commissioners are hereby required and impowered, by Warrant under the Hands and Seals of the major Part of them, to raise and levy the same, together with all Costs and Charges occasioned by such Non-payment, by Distress and Sale of the Goods and Chattels of the Party or Parties who shall be charged with the Payment of the Money so

to be adjudged by the said Commissioners to be due to the said *George Butt*, or his Successors, on account of the Titheable Matters aforesaid, rendering the Overplus to the Owner, if any such Overplus there be.

And whereas there are certain Estates, Messuages, and old Inclosures within the Parish of *Donington* aforesaid, out of which the said *George Butt*, as Rector of the said Parish, hath a Right of Tithes or some Moduses or Compositions in Lieu thereof, and the Property thereof is in Part belonging to the Persons interested in the said Exchanges, Allotments, and Division; **Be it therefore further Enacted**, that the said Commissioners, or the major Part of them, shall and they are hereby impowered to allot or assign unto the said *George Butt* and his Successors, Rectors as aforesaid, out of the respective Estates and Shares of such Proprietors of the said old Inclosures as are herein after particularly mentioned, as the said Commissioners, or the major Part of them, shall determine, so much Land and Ground, not exceeding One Ninth Part of the said old Inclosures, as in the Judgment of the said Commissioners, or the major Part of them, shall be a full Satisfaction for such last mentioned Tithes, Moduses, or Compositions.

Old Inclosures to be exonerated.

Provided also, That Nothing herein contained shall prejudice, lessen, or defeat the Right of the said *George Butt* and his Successors, Rectors as aforesaid, to any Marriage, Burial, or other Surplice Fees, all which shall remain due and payable in the same Manner as before the Passing of this Act.

Surplice Fees reserved to the Rector.

And be it further Enacted, That all the Grounds to be allotted to the said *George Butt* and his Successors in pursuance of this Act, shall be inclosed and Ring-fenced with Ditches and Quickset Hedges, or in such other Manner as the said Commissioners, or the major Part of them, shall award and order; and the said Hedges, Ditches, and other Fences shall be made, maintained, supported, and preserved by and at the Expence of all and every of the said Proprietors of the Lands hereby intended to be inclosed and exchanged (except the said *George Butt* and his Successors, Rectors as aforesaid) in Proportion to their respective Interests in the said Exchanges and Allotments, and in such Manner and for such Time as the said Commissioners, or the major Part of them, shall award or direct; and that such Fences shall thereafter be maintained and preserved by and at the Expence of the said *George Butt* and his Successors, Rectors as aforesaid, for ever.

Rector's Fences how to be made, &c.

And

Impowering
the Rector to
grant Leases
with the
Consent of
the Bishop.

And be it further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *George Butt* and his Successors, Rectors as aforesaid, within Twelve Months next after the Execution of the Award herein after directed to be made, by and with the Consent and Approbation of the Bishop of the Diocese of *Litchfield* and *Coventry*, and of the Patron of the said Parish Church of *Donington* for the Time being (testified by their severally being made Parties to and executing any Lease or Leases) to demise the Lands or Grounds to be allotted by virtue of this Act to the said *George Butt* and his Successors, Rectors as aforesaid, or by him or them taken in Exchange by virtue of the Powers hereby granted, or any Part or Parts thereof, to any Person or Persons, for any Term not exceeding Twenty-one Years to commence in Possession, so as upon every such Lease there be reserved and made payable during the Continuance thereof the best improved yearly Rent or Rents that can reasonably be had or obtained for the same, without taking any Sum or Sums of Money or other Thing by way of Fine or Income for or in regard of such Lease or Leases, and so as no such Lease or Leases be made dispunishable of Waste by any express Words therein, and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents thereby to be reserved, and so as such Rent or Rents be made payable to the said Rector and his Successors by Four Quarterly Payments in every Year of the said Terms respectively, and so as all usual Provisions be inserted in the said Leases respecting the Cultivation, Management, and Improvement by good Husbandry of the Lands to be demised agreeable to the Custom or Usage of leasing Farms in the County of *Salop*, and so as the Lessees respectively do execute Counterparts of all such Leases, and the said Lease or Leases being so made and executed as aforesaid, shall and are hereby declared to be good, valid, and effectual in the Law to all Intents and Purposes whatsoever; any Statute or Usage to the contrary thereof in any-wise notwithstanding.

Roads to be
set out.

And it is hereby Declared and Enacted, That the said Commissioners, or the major Part of them, shall and they are hereby authorized and required to set out and appoint both publick and private Roads through or by the said new Inclosures or exchanged Lands, with the Allizes and Breadths thereof; all such publick Roads (except Bridle or Foot-ways) to be Sixty Feet broad at the least between the Ditches, and repaired and kept in Repair in such Manner by the said Parish of *Donington* as the publick Roads and Ways within the said Parish are to be repaired and maintained by Law; and after the making such new Roads no Person shall use any other Roads, publick or private, over the said
new

new Inclosures, either on Foot, or with Horses, Cattle, or Carriages; and that the Soil, Grass, and Herbage of the Lanes and Roads so to be set out as aforesaid, shall remain to the Use of such Person or Persons as the said Commissioners, or the major Part of them, shall appoint.

And be it further Enacted, That the said Commissioners, or the major Part of them, shall assign, set out, and allot such Part of the said Common called *Kilsall Heath* as they shall think proper, not exceeding Half an Acre, for getting Gravel, Stones, or other Materials therefrom for the repairing the publick Roads and Highways within the said Parish.

For getting
Gravel, &c.

And be it further Enacted, That it shall and may be lawful for any Person or Persons who shall have any Allotment or Allotments of the said Heath called *Kilsall Heath*, or whose Lands shall be exchanged by virtue of this Act, to enter into, get, and carry away any Quantity or Quantities of Marl within, upon, or out of any of the old Inclosures and Fields, or upon the said Commons hereby intended to be exchanged and inclosed, such Person or Persons making reasonable Satisfaction for all such Marl so to be gotten, and for the Damage done in getting and carrying away the same; and if such Parties cannot agree upon the Recompence and Satisfaction to be made for the Damage done thereby, the same shall be left to the Arbitration of Two disinterested Persons, One to be chosen by each Party, and if the said Arbitrators cannot agree, then the said Arbitrators to name and choose a Third Person, whose Determination shall be final.

Power to get
Marl, making
Satisfaction.

Provided always, That all and every the Proprietors of the new Inclosures and Exchanges intended to be made pursuant to this Act, shall have full Power and Authority from the Time of making the Allotments to erect any Gate or Gates, and to make such other Fence across any Part or Parts of the said Roads within the said Parish (except the Turnpike Roads) as shall be necessary to bound or conveniently divide the said Allotments or Exchanges, the Person or Persons erecting such Gates making good and substantial covered or other Drains in such Gateways at their own Costs and Charges, and from time to time keeping the said covered Drains and Gateways in sufficient Repair.

Cross-gates
may be set up.

And it is hereby further Enacted, That the several Parcels of Land and Ground so to be allotted as aforesaid, shall, within Twelve Calendar Months next after the signing and sealing the said Award, or within any less Time to be appointed by the

Inclosures to
be made
within a cer-
tain Time.

said Commissioners, or the major Part of them, be inclosed and fenced at the proper Costs and Charges of the respective Persons to whom the same shall be respectively assigned (except the said *George Butt* and his Successors, Rectors as aforesaid) in such Manner as the said Commissioners shall by their said Award direct.

No Trees to
be cut.

And it is hereby further Enacted, That until the said Allotments shall be made as aforesaid, no young Tree or Trees (under the Value of Seven Shillings each) Underwoods, Thorns, Hedges, Bushes, or Shrubs now standing, growing, or being in and upon the Premises so to be exchanged, divided, and inclosed as aforesaid, shall be lopped, topped, felled, grubbed up, removed, or carried off the said Premises; but that all and every such Trees, Underwoods, Thorns, Hedges, Bushes, and Shrubs shall be left for the Benefit of the Person and Persons to whom the Ground and Soil whereon the same are standing and being shall be allotted by virtue of this Act, unless the said Commissioners, or the major Part of them, shall by Writing under their Hands authorize and allow the Owner or Owners thereof to cut and remove the same, or any Part thereof, for his or their own Use, and which it shall be lawful for the said Commissioners to do; and that such Person and Persons for whose Benefit the same shall be left as aforesaid shall pay to the former Owner or Owners thereof such Sum and Sums of Money, or make such other Satisfaction or Allowance for the same, within One Month next after making the said Allotments, as the said Commissioners, or the major Part of them, shall in their Discretion by any Writing under their Hands in that Behalf direct and appoint.

Trees to be
taken away
in 12 Months.

Provided nevertheless, and it is hereby further Enacted, That in case any Lands or Grounds, upon which any Tree or Trees, Underwoods, Thorns, Hedges, and Bushes shall at the Time of such Allotment be standing or growing, shall be allotted or appointed to any Person or Persons, other than such as was or were the Proprietor or Proprietors at and immediately before such Allotment, then and in such Case it shall and may be lawful to and for such Owners and Proprietors thereof respectively at any seasonable Time or Times within the Space of Twelve Calendar Months, or within any other Space of Time to be appointed by the said Commissioners after such Allotments shall be made, to enter into and upon the Lands and Grounds upon which such Trees, Underwoods, Thorns, Hedges, Bushes, and Shrubs shall be standing and being, and fell, grub up, and cut down the same, and with Horses and Carriages to carry away the same, unless the same shall be allotted by the said Commissioners, or the major Part of them, to the Person
or

or Persons to whom the Land whereon the same shall grow shall be allotted; and such Satisfaction shall be made for the same to the former Proprietors as the said Commissioners, or the major Part of them, shall award to and for his and their own proper Use and Benefit, he and they making good by stocking and levelling all such Grounds as they shall break up for the Purposes aforesaid.

Provided always, and be it Enacted, by the Authority aforesaid, That the said Commissioners, or the major Part of them, shall and are hereby authorized and impowered to add to or take from the exterior Part or Parts of any Lands or Grounds belonging to any Person or Persons set forth and described in the Schedule hereunto annexed, or from the exterior Part of any other of their old Inclosures within the said Parish, so much Land as will make a Balance of the Exchange or Exchanges, so that the same be ascertained and set forth in the said Award and Instrument; any Thing in the said Schedule or Agreement to the contrary notwithstanding.

Commissioners may take from the exterior Parts of Lands to balance the Exchanges.

And for preventing all Differences and Disputes relating to the said Inclosure and Division, **It is hereby Enacted**, That as soon as conveniently may be after the passing this Act, and the said Commissioners shall have completed and finished the Exchanges, Partitions, and Allotments of the said open and common Fields, common Grounds, commonable Lands, and Premises, according to the Tenor, true Intent, and Meaning of this Act, they, or the major Part of them, shall form and draw up, or cause to be formed and drawn up, an Award or Instrument in Writing, which shall express the Quantity in Statute Measure of Acres, Roods, and Perches contained in the said common Fields, common Grounds, commonable Lands, and Premises hereby intended to be exchanged and inclosed, and the Quantity of each and every Part and Parcel thereof which shall be assigned and allotted to the several Parties intitled to and interested in the same, and a Description of the Situation, Buttals, and Boundaries of such Parcels and Allotments respectively, and proper Orders and Directions for the fencing and mounding thereof, and for keeping the said Mounds and Fences in Repair, and also for making and laying out proper Roads, Ways, and Passages in and through the same Premises; and shall likewise specify, express, and contain such other Orders, Regulations, and Determinations, as shall be proper and necessary to be inserted therein, conformable to the Tenor and Purport of this Act, and agreeable to the Schedule hereunto annexed, as near as may be; but subject to such Regulations and Alterations

Award to be made.

terations as shall appear just and reasonable to the said Commissioners, or the major Part of them; Two Parts of which said Award or Instrument shall be fairly ingrossed and written on Parchment, and signed and sealed by the said Commissioners, or the major Part of them; and One Part thereof shall, within Twelve Calendar Months next after the same shall be so signed and sealed as aforesaid, be inrolled by the Clerk of the Peace for the said County of *Salop*, for the Inspection and Perusal whereof the Sum of One Shilling shall be paid and no more, and a Copy signed by the Clerk of the Peace for the said County for the Time being, purporting to be a true Copy thereof (for which no more shall be paid than Two Pence *per* Sheet, each Sheet to contain Seventy-two Words) shall from time to time and at all Times thereafter be admitted and allowed in all Courts whatsoever as legal Evidence; and the other Part of the said Award shall be deposited and preserved in the Box or Chest wherein the Papers relating to the Parish of *Donington* are usually kept, to the end Recourse may be had thereto by any Person or Persons interested in the said intended Inclosure; and the aforesaid Part of the said Award so deposited shall from time to time be admitted and allowed as legal Evidence in all Courts whatsoever, as Occasion may require; and the several Allotments, Partitions, and Divisions so made by the said Commissioners, or the major Part of them, in and by such Award or Instrument in Writing, shall be and are hereby declared to be binding and conclusive unto and upon all and every the several Parties interested in the said open and common Fields, common Grounds, commonable Lands, and Premises so intended to be exchanged and inclosed as aforesaid.

Owners to
fence in case
of Persons
refusing.

And be it hereby further Enacted, That if any Person (except the said *George Butt* and his Successors, Rectors as aforesaid) shall refuse, neglect, or omit, for Twelve Calendar Months next after the signing and sealing the said Award, or for any less Time appointed by the said Commissioners, or the major Part of them, to inclose, hedge, and fence the Land and Ground so allotted as aforesaid, in such Manner as the said Commissioners shall by their said Award appoint, it shall and may be lawful to and for the Person or Persons interested in the Land next adjoining thereto to exhibit a Complaint in Writing against such Person so neglecting, omitting, or refusing as aforesaid before One or more of his Majesty's Justices of the Peace for the said County of *Salop*, not interested in the Matter in Question, who may summon the Parties concerned, and examine all proper Witnesses on Oath relating to the said Complaint, and make such Order thereupon as shall be just; and also shall

shall and may (if there be Cause for so doing) by Warrant under his or their Hand and Seal or Hands and Seals directed to the Person or Persons exhibiting such Complaint as aforesaid, cause the Charge and Expence of making, repairing, and maintaining the Hedges, Ditches, and Fences of the Person or Persons so neglecting or refusing as aforesaid (Demand being first made thereof) to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so neglecting or refusing to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of taking and making such Distresses and Sales or otherwise shall and may, by any Writing under his or their Hand and Seal or Hands and Seals, authorize and empower the Person or Persons exhibiting such Complaint, to enter into and upon the Premises so to be allotted to such Person or Persons refusing to pay as aforesaid, and to take and receive the Rents and Profits thereof respectively, until thereby or therewith the Charges and Expences of making, repairing, and maintaining the Hedges, Ditches, and Fences of the Person or Persons so neglecting or refusing as aforesaid, and also all Costs, Charges, and Expences occasioned by or attending such Entry upon and Perception of the Rents and Profits of the same Premises, shall respectively be fully paid and satisfied.

Provided also, and it is hereby Enacted, That it shall and may be lawful to and for any of the said Proprietors after their Allotments shall have been by Order of the said Commissioners staked out, and at any Time before the Signing of the said Award, by and with the Consent of the said Commissioners, or the major Part of them, in Writing under their Hands, to ditch out their said Allotments, and quick or otherwise fence the same, in such Manner and at such Time or Times as the said Commissioners, or the major Part of them, shall think proper; and in case such ditching, quicking, or fencing shall be wilfully damaged or destroyed, the Person or Persons committing the Fact shall be deemed Trespassers, and be liable to answer Damages in respect thereof, in like Manner as Damages are recoverable in Actions of Trespass by the Laws now in being for Injuries done to Land.

Power to
fence upon
staking out
Allotments.

And be it further Enacted and Declared, That the Guardians, ^{Guardians to} Husbands, Trustees, Committees, or Attornies of any Person or Persons ^{accept.} being Minors, or otherwise incapable by Law to accept such Allotments so to be made as aforesaid, shall be and they are hereby enabled and required to accept such Allotments for the Use of such Person or Persons so incapacitated; and also that any Person intitled as Tenant for Life shall be and is hereby enabled to take and

D

accept

accept such Allotment or Allotments; and also that any Person or Persons in Remainder, expectant upon the Determination of any precedent particular Estate, shall be and is hereby in like Manner enabled (upon the Neglect or Refusal for the Space of Six Calendar Months of any Tenant in Possession, or Person intitled to such particular Estate) to accept of any such Allotment or Allotments instead of such Tenant or Persons so intitled and neglecting or refusing as aforesaid; and every such Acceptance respectively shall be and is hereby declared to be valid and effectual as to him or themselves, and all other Persons interested in the same; any Thing herein contained to the contrary notwithstanding.

Provided also, That the Non-claim or Non-acceptance of any Guardian, Husband, Trustee, Committee, or Attorney shall not exclude or prejudice the Claim or Acceptance of any Infant, Ideot, Lunatick, Feme covert, or other Person or Persons under Disability or Incapacity as aforesaid, who shall claim or accept within One Year after such Disability or Incapacity shall be removed; or of any Person or Persons intitled as Heir, or in Remainder after the Death of any Person dying under such Incapacity, who shall claim or accept within One Year after his, her, or their Right or Interest shall have accrued, or be known to have accrued, vested, or descended.

New Allotments to be in bar of old Estates.

And it is hereby further Enacted, by the Authority aforesaid, That the Lands and Grounds to be assigned and allotted unto and for the several Persons who by virtue of this Act shall be intitled to the same, shall be in full Bar, Satisfaction, and Compensation of and for their several and respective Pieces and Parcels of Land and Ground, Right of Soil, Right of Common, and other Rights, Interests, and Properties whatsoever in, over, and upon the said common Fields, common Grounds, and commonable Lands respectively previous to the Passing of this Act; and that from and immediately after the making the said Divisions and Allotments, and Execution of the said Award or Instrument of such Tenor and Purport as aforesaid, all Right of Common belonging to or claimed by all and every the said Owners, Proprietors, or Occupiers of Messuages, Tenements, Lands, Grounds, and other Hereditaments within the Parish of *Donington* aforesaid, in, over, and upon the said open and common Fields, common Grounds, and commonable Lands, and every Part thereof, and also all Tithes both Great and Small, Moduses, and Compositions for or in respect of the said old Inclosures, and also for and in respect of all Lands and Grounds hereby directed and intended to be exchanged and inclosed, shall cease, determine, and be for ever extinguished.

And

And it hereby further Enacted, That it shall and may be law-^{For making Exchanges.} ful to and for all or any of the several Persons, Bodies Corporate, and Politick, seised and possessed of or interested in the several Messuages, ancient Inclosures, or other Lands, Tenements, or Hereditaments within the Parish aforesaid, to exchange the same, or any Part thereof, according to their respective Estates and Interests therein, for any other Messuages, ancient Inclosures, or other Lands, Tenements, or Hereditaments within the said Parish, so as all and every such Exchange or Exchanges in all Cases be made by and with the Consent and Approbation of the said Commissioners, or the major Part of them, and so as all such Exchanges be ascertained and declared in the Award or Instrument so directed to be made and executed as aforesaid, if such Exchanges take Effect previous to the Execution of the said Award; but if after the Execution thereof, then by some other Act or Instrument to be inrolled in the same Manner as before mentioned concerning the said Award; and all and every such Exchange and Exchanges so made as aforesaid shall be good, valid, and effectual in the Law to all Intents and Purposes without any Fine or Recovery, and notwithstanding any Inail or the Infancy, Coverture, or other legal Incapacity or Disability of the Party or Parties making the same; and the Property so exchanged shall afterwards be enjoyed by the Persons taking and accepting the same, subject to the same Uses, Trusts, Estates, Tenures, Services, and Payments as the Lands or other Property for which the same were so taken in Exchange were before subject to (except it shall be otherwise agreed upon by the Parties so exchanging, and approved of by the said Commissioners, or the major Part of them) and the Charges attending such Exchanges, shall be paid at the joint Expence of the Parties concerned therein.

Provided always, and be it further Enacted, That no-^{New Allotments may remain, &c.} thing herein contained shall be deemed or taken to revoke, alter, or annul any Will, Deed, or Settlement, or to prejudice any Person having or claiming any Estate, Jointure, Dower, Portion, Debt, or Incumbrance, out of, upon, or affecting any of the Lands, Grounds, and Premises so intended to be inclosed as aforesaid, or which shall be exchanged in pursuance of this Act, or any Part thereof respectively; but that the several Lands and Grounds so to be assigned and allotted upon the said Inclosure and Division to the several Parties concerned or their Trustees respectively, and which shall be taken in Exchange in pursuance of this Act, shall immediately after such Allotments or Exchanges be, remain, and enure, and the several Persons to whom the same shall be assigned and allotted, or given in Exchange as aforesaid, shall from thenceforth stand and be seised thereof to such and the same Uses, and subject to

to such Wills, Deeds, Settlements, Limitations, Remainders, Charges, Tenures, Rents, Services, and Incumbrances (Tithes and Common Rights only excepted) as the several Lands, Grounds, Tenements, and Hereditaments in Lieu whereof such Allotments and Exchanges shall be made as aforesaid now are or should and would have been subject and liable to be charged with or affected by in case the same had remained uninclosed and unexchanged, or this Act had not been made.

Leases at Rack-rent of Mr. Colmore's Lands to be void.

And be it further Enacted and Declared, by the Authority aforesaid, That all Leases at Rack-rent now subsisting of any Lands or Premises within the said Parish of *Donington* belonging to the said *Charles Colmore*, Esquire, shall, immediately upon the Allotments or Exchanges being made by virtue of this Act, cease, determine, and be void; such respective Lessees and Tenants receiving from the said *Charles Colmore*, his Heirs or Assigns, such Satisfaction and Compensation for the same, as the said Commissioners, or the major Part of them, shall ascertain as reasonable to be paid to such Lessees or Tenants, for the Loss and Damage they may sustain thereby.

And also all other Leases at Rack-rent if the Commissioners see Occasion.

And be it further Enacted, That it shall and may be lawful for the said Commissioners, or the major Part of them (if they shall see Occasion for so doing) by a Notice or Notices in Writing under their Hands to be affixed on the Church Door of *Donington* aforesaid, to vacate and determine all Leases of or other Agreements for the holding for any Term or Time any of the said Lands hereby directed to be inclosed or exchanged at a Rack-rent or Rack-rents (except the Lands of the said *Charles Colmore*) the Leases of which are herein before declared to be void, and from and after such Notice being given as aforesaid, all such Leases and Agreements (except as aforesaid) shall cease and be extinguished; and the said Commissioners, or the major Part of them, are hereby required and impowered, at the Request of any or either of the Proprietors of such Lands, or their respective Tenant or Tenants, to adjudge, apportion, and direct what Sum or Sums of Money, Rent or Rents shall be paid by the Tenant or Tenants of such Lands to the Lessors or Landlords thereof respectively, for and in respect of the Occupation of such Lands, from the preceding Day on which the Rent of such Lands was reserved to be paid, down to the Day of vacating such Leases or Agreements as aforesaid; and also what Sum or Sums of Money shall be paid, by the Lessors or Landlords, and the Time when the same shall be paid, as a Compensation to such Tenant or Tenants for the vacating such Leases or Agreements respectively in Manner as aforesaid; and the said Parties are hereby respectively re-
quired

quired and directed to pay such Monies to such Persons, and at such Times, as the said Commissioners, or the major Part of them, shall by any Notice in Writting under their Hands to be fixed on the Church Door aforesaid direct or appoint the same to be paid.

And be it further Enacted, That in the mean time, and until such Allotments shall made as aforesaid, all the Tillage and other Lands lying in the said common Fields, Inclosures, and commonable Places shall be stocked with such Cattle, and cropped or sown by the respective Owner and Owners thereof with such Sort of Corn, Grain, and Grass Seeds, and in such Proportion, and shall be kept, ordered, and continued in such Course of Husbandry, whether the same ought by the usual Course of Husbandry to be Fallow or not, as the said Commissioners, or the major Part of them, shall by any Writing or Writings under their Hands in that Behalf award or order, direct or appoint; any Usage or Custom of Stocking with Cattle, sowing, cropping, or otherwise managing the said Tillage or other Lands to the contrary notwithstanding: And that no Meadows, Pastures, or Fresh Ground in the said common Fields, Inclosures, and commonable Places hereby intended to be exchanged and inclosed, shall before that Time be ploughed, broken up, or converted into Tillage; and that it shall and may be lawful for the said Commissioners, or the major Part of them, at any Time hereafter, whensoever they in their Discretion shall think convenient, by a Notice or Notices in Writing for that Purpose under their Hands to be affixed on the Church Door of *Donington* aforesaid, to extinguish all or any Part of the Right of Common in and over the said common Fields and commonable Grounds hereby intended to be inclosed; and from and after such Notice or Notices given, all such Right of Common in and over the said common Fields and commonable Grounds, as by such Notice or Notices shall be declared to be extinguished, shall cease.

Course of
Husbandry.

And be it further Enacted, That the said Commissioners, or the major Part of them, are hereby authorized and impowered to order and direct such Allowances to be made from one Occupier of Lands to the other, in respect of the Manure bestowed upon the said Lands, and the Course of Tillage such Land shall be in when the same shall be exchanged by virtue of this Act, as the said Commissioners, or the major Part of them, shall think reasonable.

Satisfaction
to be made
between the
Occupiers.

And be it further Enacted, That if any One or more of the said Commissioners shall die or refuse to act before any Award and

Forchoosing
new Commis-
sioners.

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Determination be made and finished by them as aforesaid, then the Survivor or Survivors of the said Commissioners, or of such of them as shall be willing to act as aforesaid, shall elect and choose from time to time, within One Calendar Month after the Death of such Commissioner, or his refusing to act as aforesaid, some other proper Person or Persons, not interested in the said Lands to be divided or exchanged, who shall be a Commissioner or Commissioners in the Place or Places of such Commissioner or Commissioners who shall die or refuse to act as aforesaid; and such Person or Persons so to be elected and chosen, shall and may act and have the same or like Power and Authority as the Commissioner or Commissioners in whose Place or Places he or they shall succeed was or were vested with; and in the mean time, or in Default of such Election, the surviving or acting Commissioners (if there shall be more than One) shall proceed in and about completing and finishing the said intended Division, Exchange, and Inclosure, and in executing all other the Powers hereby vested in or given to the Commissioners hereby nominated and appointed.

Fourteen
Days Notice
to be given.

Provided nevertheless, That when any such Commissioner shall die or refuse to act as aforesaid, Notice shall be given in the Parish Church of *Donington* aforesaid of the Time and Place of Meeting to choose such new Commissioner, at least Fourteen Days before every such Meeting.

Paying the
Expences.

And it is hereby further Enacted, That all the Costs, Charges, and Expences incident to and attending the obtaining and passing this Act, and the Execution of the Powers hereby given, shall be liquidated and ascertained by the said Commissioners, or the major Part of them; and so much thereof as they shall adjudge to relate to the Division, Exchange, and Inclosures of the said common Fields, waste Lands, and old Inclosures, and of surveying, planning, valuing, dividing, and allotting the said Lands and Grounds, and of the preparing and inrolling the said Award or Instrument, shall be borne and defrayed by all the Owners, Proprietors, and Persons interested in the said Lands and Grounds (other than the said *George Butt* and his Successors, in respect of his and their Allotments as Rector of *Donington* aforesaid) by an equal Pound-Rate, according to the Value of the Lands and Grounds each Person shall have allotted to him, her, or them by virtue of this Act, to be settled and determined by the said Commissioners, or the major Part of them; and the Payments of the respective Quotas of the said several Parties in the said Costs, Charges, and Expences shall be made at such Time or Times as the said Commissioners, or the major Part of them,

them, shall, either before or after their executing their said Award, by a Notice or Notices in Writing by them signed, and to be affixed on the Church Door of *Donington* aforesaid, order and direct; which Notice is hereby directed to be so affixed at least Fourteen Days before the Time of such Payment; and in case any of the Persons aforesaid shall refuse or neglect to pay his, her, or their Proportion of such Charges and Expences within the Time to be limited by the said Commissioners, or the major Part of them, to such Person or Persons as they shall appoint to receive the same, then the said Commissioners, or the major Part of them, shall and may, by Warrant under their Hands and Seals directed to any Person or Persons whatsoever, cause the same to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so refusing or neglecting to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of making such Distress or Distresses, and selling the same; and in case no such Distress or Distresses can be had or taken as aforesaid, it shall and may be lawful to and for the said Commissioners, or the major Part of them, or any other Person to be authorized by them, to enter into and upon the Premises so to be allotted to such Person or Persons refusing to pay as aforesaid, and to take and receive the Rents, Issues, and Profits thereof respectively, until thereby or therewith the Proportion or Proportions of the said Costs and Charges so to be directed, awarded, and appointed by the said Commissioners to be paid by such Person or Persons as aforesaid, and also all Costs, Charges, and Expences occasioned by or attending such Entry and Receipt of the Rents and Profits of the same Premises, shall be respectively fully paid and satisfied.

And be it further Enacted, That the said Commissioners, or the major Part of them, shall have Power to sell and dispose of to the best Bidder or Bidders as much of the Common or waste Land called *Kilfall Heath*, belonging to any Person or Persons concerned in this Exchange (except the said *George Butt* and his Successors, Rectors aforesaid) as will defray his, her, or their respective Share of the Expences of procuring this Act, and dividing, exchanging, and allotting the said Lands and Tithes, and all other Expences attending the same; such Person or Persons signifying in Writing to the said Commissioners, or the major Part of them, his, her, or their Desire of selling the same.

For Sale of
Part of Kilfall
Heath to pay
the Expences
of passing the
Act.

And be it further Enacted, That the said Commissioners, or the major Part of them, are hereby authorized and empowered to divert and alter the Course of any Springs, Streams, or Currents

For diverting
Watercourses
for the Benefit
of the Parties.
of

of Water within any Part of the Lands and Grounds to be divided and inclosed by virtue of this Act, for draining the said Lands and Grounds, or for conveying Water for the Benefit of the Parties interested in this Inclosure, and to order and direct how deep and wide the Ditches and Drains shall be made and continued for those Purposes.

Appeal to the
Quarter-Ses-
sions.

And be it further Enacted, That if any Person or Persons shall think him, her, or themselves aggrieved by any Thing done in pursuance of this Act, then and in every such Case (except in such Cases where the Orders and Determinations of the said Commissioners are directed to be final or conclusive) he, she, or they may appeal to the General Quarter Sessions of the Peace which shall be held for the County of *Salop*, within Six Calendar Months next after the Cause of Complaint shall have arisen; and the Justices in their said General Quarter Sessions are hereby required to hear and determine the Matters of every such Appeal, and to make such Order therein, and award such Costs, as to them in their Discretion shall seem reasonable; and by their Order or Warrant to levy the Costs which shall be so awarded, by Distress and Sale of the Goods and Chattels of the Party or Parties liable to pay the same, rendering the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the reasonable Charges of every such Distress and Sale which Determination of the said Justices shall be final and conclusive to all Parties concerned, and shall not be removed or removeable by *Certiorari*, or any other Writ or Process whatsoever, into any of his Majesty's Courts of Record at *Westminster*, or elsewhere.

For giving
Notice of
Meetings.

And it is hereby further Enacted, That the said Commissioners, or the major Part of them, shall and they are hereby required to give publick Notice in the Church of *Donington* aforesaid, upon *Sunday* immediately after Divine Service, of the Time and Place of the First Meeting of the said Commissioners for executing the Powers hereby vested in them, at least Fourteen Days before such Meeting; and shall give the like Notice of Fourteen Days of every subsequent Meeting, for putting in Execution the Powers vested in them by this Act in the Church aforesaid; Meetings by Adjournment only excepted.

Saving to the
Lord of the
Manor.

Provided always, and be it Enacted, That nothing in this Act contained shall extend, or be construed to defeat or destroy the said *Plowden Slaney's* Right to the Chief Rents and other Services as Lord of the Manor of *Donington* aforesaid, nor to subject him to any Charges

Charges or Expences in procuring this Act of Parliament; any Thing herein before contained to the contrary notwithstanding.

Saving always to the KING's most Excellent MAJESTY, his General Sav-
Heirs and Successors, and to all and every other Persons, Bodies Po-
litick and Corporate, his, her, and their Heirs, Successors, Executors, ing.
Administrators (other than and except the respective Persons meant and
intended to be barred by this Act) all such Estate and Interest as
they, every or any of them, had or enjoyed of, in, to, or out of or
in respect of the said Lands and Grounds so intended and appointed
to be divided and inclosed as aforesaid before the Passing of this
Act, or would or ought to have had or enjoyed in case the same had
not been made.

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T H E S C H E D U L E

O F T H E

Lands and Tithes within the Parish of *Donington* and County of *Salop*, agreed to be exchanged by the several Owners and Proprietors thereof, to which the above Act refers.

WILLIAM BISHTON, in his own Occupation.

GIVES.

Three pieces of land, called the Riddens, Six ditto, called the Strewds ; One ditto, called Nightingale's Meadow ; One ditto, called Nightingale's Yard.

RECEIVES.

The tithes of his whole estate in the parish of Donington ; and also the tithes of a piece of land, the property of Thomas Fitzherbert, Esquire, called Kilsall Croft, agreeable to the proportions mentioned in this Act ; Three pieces of land, called the Coat-ground, in Drakestone Field, Two pieces of ditto, called Leachmoore Leasows, One piece of ditto, called Cross-Mill Way, from Charles Colmore, Esquire ; One piece of ditto, called Leachmoore Leasow, from William Jellicorse ; his proportional share upon Kilsall Heath.

JOHN BISHTON, in the Occupation of sundry Persons.

GIVES.

All his land in the open or common fields ; One piece of land, called Clock Field Croft ; One parcel of land, inclosed with the glebe ; One parcel of land, called Church-Lane Flatt ; One piece of land, called Crab-Tree Furlong ; One piece of land, called Middlecroft Leasow ; One parcel of land, called the Park Flatt ; One parcel of land, called Grass Croft Flatt ; One parcel of Land, called Horsecwash Flatt ; One piece of Land, called Hanstone Hill Croft ; Three pieces of land, called Clock-mill Leasows ; Three pieces of land, called Hick Riddens.

RECEIVES.

The tithes of his whole Estate, agreeable to the proportion mentioned in this act ; about the quantity of one acre in Hanstone Hill ; Two parcels of land in John Bishton's Grass Croft Leasow ; Five pieces of land, called by the names of the Little Field, Sling, Far-Mill Leasow, Middle-Mill Leasow, and Coat Leasow, from Charles Colemore, Esquire ; a house, garden, and land thereunto belonging, in the possession of Catherine Masefield, from Willam Yates ; his proportional share upon Kilsall Heath.

JOHN

JOHN BISHTON, and others, in the Occupation of *John Yates*.

GIVE.

All their land in the open or common fields; One piece of land, called Clock Field Leasow; Two pieces of land, called Grass Croft Pieces; all the land on the north-east side the foot-road in Tonkes's yard to the stiles; and all the land in Taylor's Meadow, on the north-east side, from a strait line drawn from the stile leading into the lane to the end of the hedge at the bottom of Taylor's yard.

RECEIVE.

The tithes of their whole estate, agreeable to the proportion mentioned in this act; One piece of land, called Shackerley Meadow, from William Yates; One piece of land, called Shackerley Croft, from Thomas Fitzherbert, Esquire; One piece of land, called the Furlong, from Charles Colmore, Esquire; their proportional share upon Kilfall Heath.

CHARLES COLMORE, Esquire, in the Occupation of *Mary Yates*.

GIVES.

All the land in the open or common fields; One piece of land, called Little Field; One piece of land, called Cross-Mill Way; Three pieces of land, called the Coat Ground, in Drakestone Field; Two pieces of land, called the Leachmoore Leasows; Two parcels of land in John Bishton's Grass Croft Leasow; One piece of land, called the Sling; One piece of land, called the Far Mill Leasow; One piece of land, called the Middle-Mill Leasow; One piece of land, called the Coat Leasow; One piece of land, called the Furlong; One piece of Land, called the Dorsett's Rue.

RECEIVES.

The tithes of his whole estate, agreeable to the proportion mentioned in this act; One parcel of land, called Horfe-wash Flatt, and the remaining part of Three pieces of land, called the Hick Riddens, from where William Yates's exchange ends, from John Bishton; One piece of land, called the New Piece, from John Smith; One piece of land, called Shackerley Leasow, from William Jellifcorse; Two pieces of land, called Grass Croft Pieces, all the land on the north-east side the foot-road in Tonkes's Yard to the stiles, and all the land in Taylor's Meadow, on the north-east side, from a strait line drawn from the stile leading into the lane to the end of the hedge at the bottom of Taylor's Yard, from John Bishton and others; One piece of land, called Nightingales's Yard, one Piece of Land, called Nightingale's Meadow, Six pieces of land, called the Strewds, from William Bishton; his proportional share upon Kilfall Heath.

THOMAS FITZHERBERT, Esquire, in the Occupation of *John Lockley*.

GIVES.

One piece of land, called Shackerley Croft, about half an acre.

RECEIVES.

The tithes of all the lands titheable in Fletcher's Farm, agreeable to the proportion mentioned in this act; his proportional share, or as much as will balance this exchange, upon Kilfall Heath.

WILLIAM

WILLIAM YATES, in the Occupation of sundry Persons.

GIVES.

One piece of land, called Shackerley Meadow ; One piece of land, called Grass Croft Flatt ; One piece of land, called Hanstone Hill Flatt ; One house, garden, and parcel of land, in the occupation of Catherine Masefield ; Two pieces of land, called Clock Field Leasows ; Three pieces of land, called the Croft, Garden, and Fold at Donington (the buildings upon the same excepted) ; One piece of land, called Town's End Croft ; One piece of land, called Barn Lee.

RECEIVES.

Three pieces of land, called the Riddens, from William Bishton ; Two pieces of land, called Donington Hills, from Charles Colmore, Esquire ; One piece of land, called Peacock's Birch, One piece of land, called Pear's Rue, from Thomas Jellicoe ; Part of three pieces of land, called the Hick Riddens (as much as will balance for the inclosed lands he parts with in this exchange) from John Bishton ; his proportional share upon Kilfall Heath.

JOHN ROWLEY, in his own Occupation.

RECEIVES.

His proportional Share upon Kilfall Heath.

WILLIAM JELlicORSE, in the Occupation of *William Mould*.

GIVES.

His proportional share upon Kilfall Heath.

RECEIVES.

One piece of land, called the Tiff Lunn, from Thomas Jellicoe ; to receive the balance of this exchange upon Kilfall Heath.

THOMAS JELlicOE, in the Occupation of *William Cheatham*.

GIVES.

One piece of land, called Peacock's Birch ; One piece of land, called Pear's Rue ; one piece of land, called Tiff Lunn ; One piece of land, called Dairyhouse Leasow.

RECEIVES.

One Piece of land, called Townsend Croft, One piece of land, called Barn Lee, from William Yates ; One piece of land, called Dorsett's Rue, One piece of land, called Barn Lee, from Charles Colmore, Esquire ; One piece of land, called Shearing Green Meadow, from William Jellicorse ; his proportional share upon Kilfall Heath.

THOMAS PIDGEON, in the Occupation of *Joseph Owen*.

RECEIVES.

His proportional share upon Kilfall Heath.

G

JOHN

JOHN SMITH, in his own Occupation.

GIVES.

All his land in the Open or Common Fields; One piece of land, called Clock Field Leafow; One piece of land, called Key Croft; One piece of land, called Coat Leafow; One piece of land, called Hanstone Hill Leafow; One piece of land, called New Piece.

RECEIVES.

The tithes of his whole estate, agreeable to the proportion mentioned in this act; One piece of Land, called the Glebe Meadow, from the Church; One piece of land, called Harbour Meadow; One piece of Land, called Owen's Yard, from Charles Colmore, Esquire; Three pieces of land, called the Croft, Garden, and Fold at Donington (the buildings upon the same excepted) from William Yates; One piece of land, called the Inages, from William Jelllicorse, to extend as far westward into the lands specified in this Schedule as will balance for his inclosed and field land; his proportional share upon Kilfall Heath.

WILLIAM JELLICORSE, in his own Occupation.

GIVES.

All his land in the Open or Common Fields; One piece of land, called Shackerley Leafow; One piece of Land, called the Inages; One piece of land, called the Coat Leafow; Two pieces of land, called the Clock Field Leafows; One piece of land, called the Leachmoore Leafow; One piece of land called Shearing Green Meadow.

RECEIVES.

The tithes of his estate in his own occupation, agreeable to the proportion mentioned in this act, to begin in the land specified in this Schedule, at the line where the said John Smith's exchange ends, and to extend westward upon the said lands; and also Hanstone Hill, from John Smith; Two pieces of land, called Tibbet's Crofts, and part of a piece of land, called Hanstone Hill, and One parcel of land, called Hanstone Hill Flatt, from Charles Colmore, Esquire; One piece of land, called Hanstone Hill Croft, from John Bishton; One piece of land, called Hanstone Hill, from William Yates; and to extend as far westward into the lands specified in this Schedule as will balance in this exchange for his inclosed and field land; his proportional share upon Kilfall Heath.

DOSITHEUS

DOSITHEUS TWIGG, in the Occupation of *William Jellicorse*.

GIVES.

All his land in Middle Croft Field.

RECEIVES.

The tithes of his whole estate, agreeable to the proportion mentioned in this act, to begin in the land specified in this Schedule at the line where the said William Jellicorse's exchange ends, and to extend westward upon the land specified in this Schedule as far as will balance for his field lands; his proportional share upon Kilfall Heath.

SARAH GRIFFITHS, in the Occupation of *John Arden*.

GIVES.

One piece of land, called Key Croft; One piece of land, called Pitt Croft; One piece of land, called the Common Leasow; all her land in Middle Croft Field.

RECEIVES.

The tithes of her whole estate, agreeable to the proportion mentioned in this act; One piece of land, called the Coat Leasow, from William Jellicorse; and also to begin in the lands specified in this Schedule at the line where the said Dositheus Twigg's exchange ends, and to extend westward upon the lands specified in this Schedule as far as will balance for her inclosed and field land; her proportional share upon Kilfall Heath.

CHARLES COLMORE, Esquire, in the Occupation of *William Leese*.

GIVES.

All his land in the Open or Common Fields; One piece of land, called Clock Field Leasow.

RECEIVES.

The tithes of his estate; One piece of land, called Littleford's Yard, from the Rector; One piece of land, called Mason's Meadow, from William Dudley's occupation; his proportional share upon Kilfall Heath.

CHARLES COLEMORE, Esquire, in the Occupation of *William Dudley*.

GIVES.

Two pieces of land, called Donington Hills; One piece of land, called Barn Lee; One piece of land, called Harbour Meadow; One piece of land, called Owen's Yard; One piece of land, called Mason's Mea-

RECEIVES.

The tithes of his whole estate, agreeable to the proportion mentioned in this act, to begin in the lands specified in this Schedule at the line where the said Sarah Griffiths's exchange ends; and One parcel of land,

H

GIVES.

Meadow; all his land in Grass Croft Field, Clock Field, and Middle Croft Field; One piece of land, called Hanstone Hill Leasow; One parcel of land, called Hanstone Hill Flatt; Two pieces of land, called Tibbett's Crofts; one parcel of land, called Church Lane Flatt; One piece of land, called the Heath Leasow; One parcel of land, inclosed with the glebe near Albrighton Pool.

RECEIVES.

land, called the Park Flatt; One piece of land, called Middle Croft Leasow, from John Bishton, and to extend westward upon the field land specified in this Schedule as far as will balance for his inclosed and field land; his proportional share upon Kilfall Heath.

ORLANDO STUBBS, in the Occupation of *John Dudley*.

GIVES.

All his land in Clock Field.

RECEIVES.

The tithes of his land in Clock Field, agreeable to the proportion mentioned in this act, to balance this exchange upon the found part of Kilfall Heath, next adjoining to the land upon the said heath, to be set out for Plowden Slaney, Esquire.

PLOWDEN SLANEY, Esquire.

GIVES.

His right of soil and royalty upon Kilfall Heath, and all other waste lands within the parish of Donington.

RECEIVES.

Twelve acres upon Kilfall Heath, as marked or set out by Thomas Causer of Ryton, the 24th Day of October 1770.

GEORGE BUTT, Rector of the Parish Church of *Donington*.

GIVES.

The tithes of the estates in the parish of Donington, as specified in this Schedule, belonging to William Bishton, John Bishton, John Bishton and others, in the occupation of John Yates; Charles Colmore, Esquire, in the occupation of Mary Yates, William Leese, and William Dudley; Thomas Fitzherbert, Esquire, in the occupation of John Lockley; William Jellicorse, in his own occupation; John Smith, in his own occupation; Dositheus Twigg, in the occupation of William Jellicorse; Sarah Griffiths, in the occupation of John Arden; Orlando Stubbs, in the occupation of John Dudley; one piece of land, called the Glebe Meadow; One piece of land, called

RECEIVES.

One parcel of land, inclosed with the Glebe near Albrighton Pool, One parcel of land, called Church Lane Flatt, One piece of land, called Clock Field Leasow, One piece of land, called Heath Leasow, from Charles Colmore, Esquire; One piece of land, called Key Croft, One piece of land, called Coat Leasow, One piece of land, called Clock Field Leasow, from John Smith; One piece of land, called Key Croft, One piece of land, called Pitt Croft, One piece of land, called the Common Leasow, from Sarah Griffiths; Three pieces of land, called Clock Mill Leasows, One piece of land, called the Crabb Tree Furlong, One parcel of land, called Church

GIVES.

called Long Croft ; One piece of land, called New Piece ; One piece of land, called Littleford Yard ; all his land in Parrow Field and Middle Croft Field.

RECEIVES.

Church Lane Flatt, One parcel of land inclosed with glebe, near Clock Field, One parcel of land, called Clock Field Croft, from John Bishton ; Two pieces of land, called Clock Field Leasows, from William Yates ; Two pieces of land, called Clock Field Leasows, from William Jellicorse ; and also to begin in the land specified in this Schedule at the line where the said Charles Colmore Esquire's exchange ends (in the occupation of William Dudley) and to extend westward upon the land specified in this Schedule as far as will balance for his tithes, inclosed and field lands ; his proportional share upon Kilfall Heath.

AN

A C T

F O R

Dividing and Inclosing the Common
Fields, and the Common or Heath
called *Kilfall Heath*, and other
Commonable Lands, in the Parish
of *Donington*, in the County of
Salop.

[1771.]